



CRYSTAL
BOHEMIA

In Poděbrady, September 18, 2024

Clerk of United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, New York 10004-1408
USA

Bankruptcy Case No. 22-10784-dsj
Dispute Proceeding No. 24-01115-dsj

in the matter of:



Debtor: RML, LLC

Plaintiff: Liquidating Trustee of Old Revco GUC Liquidating Trust

Represented by: Kara E. Casteel
ASK LLP
2600 Eagan Woods Drive, Suite 400
St. Paul, Mn 55121
Email: kcasteel@askllp.com

Defendant: Crystal BOHEMIA, a.s.
Jiráskova 223
290 01 Poděbrady
Czech Republic



Response to the Complaint

Attachments:

- *Evidence No. 1 – Excel spreadsheet*
- *Evidence No. 2 – Bank statement from Raiffeisenbank*

I.

1. By a letter from the District Court in Nymburk, Czech Republic, dated August 7, 2024, we received correspondence in both English and Czech, containing the Complaint for Avoidance and Recovery of Transfers under Chapter 11 U.S.C. §§ 547 and 550 (Bankruptcy Code) and Objection to Claims under Chapter 11 U.S.C. § 502 (hereinafter referred to as the "**Complaint**"), filed by the plaintiff, the Liquidating Trustee of Old Revco GUC Liquidating Trust (hereinafter referred to as the "**Plaintiff**").

2. We, the defendant, Crystal Bohemia, a.s., Jiráskova 223, 290 01 Poděbrady, Czech Republic (hereinafter referred to as the "**Defendant**"), hereby submit this response to the Complaint.

II.

3. The Defendant asserts that the claim made in the Complaint is not recognized.

III.

4. The Defendant primarily does not recognize the jurisdiction and authority of the United States court, i.e. the Clerk of the United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, New York 10004-1408, USA, for the following reasons:

5. The Defendant, Crystal Bohemia, a.s., is a company established under the legal system of the Czech Republic, with its registered office in the Czech Republic, and is subject to the legal system of the Czech Republic, as set out in the Collection of Laws of the Czech Republic.

6. The jurisdiction and authority of the Clerk of the United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, New York 10004-1408, USA, in the matter at hand could only be established if permitted by the legal system of the Czech Republic or if such jurisdiction were established by an international treaty concluded between the Czech Republic and the United States. However, no such international treaty governing bankruptcy proceedings, i.e. the bankruptcy proceedings of a debtor based in the United States, has been concluded between the United States and the Czech Republic.



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7. The Defendant states that conflicts of law are governed under Czech law, particularly by Act No. 91/2012 of the Collection of Laws of the Czech Republic, the Act on Private International Law. The area of bankruptcy law, i.e. substantive law, is also regulated by Act No. 182/2006 of the Collection of Laws, the Insolvency Act. Neither of these laws establishes the jurisdiction or authority of the Clerk of the United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, New York 10004-1408, USA.

In view of the lack of jurisdiction and authority of the Clerk of the United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, New York 10004-1408, USA, the Defendant proposes that the proceedings be dismissed due to the lack of jurisdiction and authority.

IV.

8. Notwithstanding the aforementioned, the Defendant would like to comment on the claim as a precaution, although he is not obliged to do so.

9. As the Defendant has stated, the area of substantive bankruptcy law is governed by Act No. 182/2006 of the Collection of Laws, the Insolvency Act (hereinafter referred to as the "**Czech Insolvency Act**").

10. According to the Complaint, under the section "Nature of the Case," the Plaintiff requests the avoidance and recovery from the Defendant, in whose favor they were made, of all preferential transfers of assets that occurred within the 90 (ninety) days prior to the commencement of the bankruptcy proceedings of Revlon, Inc. and its affiliated debtors under §§ 547 and 550 of Chapter 5 of Title 11 of the U.S. Code (hereinafter referred to as the "**U.S. Bankruptcy Code**"). Furthermore, the Plaintiff requests that the court, under §§ 502(d) and (j) of the U.S. Bankruptcy Code, disallow any claims that the Defendant has filed or asserted against the Debtors, or any claims scheduled for adjudication.

11. As the Defendant has already stated, since it is based in the Czech Republic and is subject to Czech law, and as no international treaty provides otherwise, the case should (if applicable) be assessed under the Czech Insolvency Act. The Czech legal provisions most analogous to "preferential transfers" of the Debtor's assets are set out in §§ 235-242 of the Czech Insolvency Act. Under this legal framework, the transactions between the Debtors and the Defendant cannot in any way be considered "preferential transfers" of assets.

12. The Defendant states that business relations between the Defendant and the Debtors have been ongoing since September 2021 to the present. These relations involve the delivery of manufactured





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goods based on the Debtors' orders, which have proceeded smoothly, with the Defendant, as the supplier, delivering goods to the Debtor and receiving payment for these goods. There is nothing preferential or advantageous about this business relationship, and the Defendant is highly surprised by the filing of this entirely baseless Complaint.

13. In any case, the U.S. legal framework also provides the Defendant with a potential defense under § 547(c)(2) of the U.S. Bankruptcy Code, as the Defendant has been advised. This is the defense of "ordinary course of business." As part of the Defendant's potential defense, although the jurisdiction and authority of the U.S. court are not established, the Defendant, out of caution, states the following:

a) The ordinary course of business between the Defendant and the Debtor has been ongoing from September 7, 2021, to the present (the entire period of business relations). As *Evidence No. 1*, we are submitting an Excel spreadsheet listing "invoice", "settlement date", "customer country", "customer name", "quantity", "ZMJ", "OP in currency" and "currency";

b) To verify payments for the goods, we are submitting as *Evidence No. 2* a bank statement from Raiffeisenbank covering the entire period of business cooperation.

V.

14. In light of the above, and notwithstanding the inadmissibility of the Complaint due to lack of jurisdiction and authority in this case, the Defendant, as a precaution, proposes that the court dismiss the Complaint even under the application of the U.S. Bankruptcy Code.

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Crystal BOHEMIA, a.s.

Represented by: Mgr. Luděk Dobiáš, Member of the Board

REVLON - list of invoices

Invoice	Billing date	Customer country	Customer name	Quantity	ZMJ	Price in currency	Currency	Comment
9010016477	07.09.2021	US	Revlon Consumer Products Corp.	40 000,00	KS	68 000,00	USD	
9010016560	14.09.2021	US	Revlon Consumer Products Corp.	20 000,00	KS	39 300,00	USD	
9010016753	22.09.2021	US	Revlon Consumer Products Corp.	14 000,00	KS	25 920,00	USD	
9010016893	30.09.2021	US	Revlon Consumer Products Corp.	12 400,00	KS	22 352,00	USD	
9010017014	07.10.2021	US	Revlon Consumer Products Corp.	10 000,00	KS	17 000,00	USD	
9010017107	14.10.2021	US	Revlon Consumer Products Corp.	7 500,00	KS	16 725,00	USD	
9010017226	25.10.2021	US	Revlon Consumer Products Corp.	15 000,00	KS	33 450,00	USD	
9010017346	29.10.2021	US	Revlon Consumer Products Corp.	12 000,00	KS	26 760,00	USD	
9010017501	11.11.2021	US	Revlon Consumer Products Corp.	22 500,00	KS	50 175,00	USD	
9010017577	16.11.2021	US	Revlon Consumer Products Corp.	15 000,00	KS	33 450,00	USD	
9010017700	26.11.2021	US	Revlon Consumer Products Corp.	16 600,00	KS	37 018,00	USD	
9010017829	06.12.2021	US	Revlon Consumer Products Corp.	13 400,00	KS	29 882,00	USD	
9010017977	14.12.2021	US	Revlon Consumer Products Corp.	35 000,00	KS	67 450,00	USD	
9010018067	17.12.2021	US	Revlon Consumer Products Corp.	0	KS	9 000,00	USD	transport
9010018084	20.12.2021	US	Revlon Consumer Products Corp.	13 100,00	KS	29 213,00	USD	
9010018320	11.01.2022	US	Revlon Consumer Products Corp.	15 000,00	KS	33 450,00	USD	
9010018367	17.01.2022	US	Revlon Consumer Products Corp.	15 000,00	KS	33 450,00	USD	
9010018518	26.01.2022	US	Revlon Consumer Products Corp.	5 000,00	KS	11 150,00	USD	
9010019097	11.03.2022	US	Revlon Consumer Products Corp.	20 000,00	KS	34 000,00	USD	
9010019998	26.05.2022	US	Revlon Consumer Products Corp.	25 000,00	KS	42 500,00	USD	
9010020065	31.05.2022	US	Revlon Consumer Products Corp.	20 000,00	KS	44 600,00	USD	
9010021555	16.09.2022	US	Revlon Consumer Products Corp.	25 000,00	KS	42 500,00	USD	
9010021840	11.10.2022	US	Revlon Consumer Products Corp.	20 000,00	KS	34 000,00	USD	
9010023091	16.01.2023	US	Revlon Consumer Products Corp.	14 067,00	KS	23 913,90	USD	
9010023453	13.02.2023	US	Revlon Consumer Products Corp.	20 000,00	KS	34 000,00	USD	
9010024035	24.03.2023	US	Revlon Consumer Products Corp.	20 000,00	KS	34 000,00	USD	
9010024978	12.06.2023	US	Revlon Consumer Products Corp.	20 000,00	KS	34 000,00	USD	
9010027341	30.11.2023	US	Revlon Consumer Products Corp.	10 050,00	KS	17 085,00	USD	
9010027586	20.12.2023	US	Revlon Consumer Products Corp.	20 100,00	KS	34 170,00	USD	
9010028161	19.02.2024	US	Revlon Consumer Products Corp.	20 100,00	KS	34 170,00	USD	
9010028925	13.05.2024	US	Revlon Consumer Products Corp.	20 100,00	KS	34 170,00	USD	
9010029204	07.06.2024	US	Revlon Consumer Products Corp.	15 000,00	KS	34 050,00	USD	
9010029551	15.07.2024	US	Revlon Consumer Products Corp.	11 200,00	KS	19 040,00	USD	
				562 117,00		1 079 943,90		

Account Number: 5406028241/5500 USD
Account Name: CRYSTAL BOHEMIA, A.S

Transaction Date Booking Date	Transaction Category Account Number Name of Account	Transaction type Message Note	VS KS SS	Fee	Booked amount Orig. Amt and Currency Exchange Rate
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11.09.2024 11.09.2024	Foreign Payment	Incoming foreign payment (SHA) 34170USD/34140USD/SHA// 38695442/REVLON CONSUMER PRODUCTS LLC/3300008350 / VYL.ZPR.BANK 30USD,	558		34 140,00
19.06.2024 19.06.2024	Foreign Payment	Incoming foreign payment (SHA) 34170USD/34140USD/SHA// 38695442/REVLON CONSUMER PRODUCTS LLC/3300005452 / VYL.ZPR.BANK 30USD,	558		34 140,00
26.04.2024 26.04.2024	Foreign Payment	Incoming foreign payment (SHA) 34170USD/34140USD/SHA// 38695442/REVLON CONSUMER PRODUCTS LLC/3300003422 / VYL.ZPR.BANK 30USD,	558		34 140,00
27.03.2024 27.03.2024	Foreign Payment	Incoming foreign payment (SHA) 17085USD/17060USD/SHA// 38695442/REVLON CONSUMER PRODUCTS LLC/3300002321 / VYL.ZPR.BANK 25USD,	558		17 060,00
04.10.2023 04.10.2023	Foreign Payment	Incoming foreign payment (SHA) 34000USD/33970USD/SHA// 38695442/REVLON CONSUMER PRODUCTS LLC/3300010674 / VYL.ZPR.BANK 30USD,	558		33 970,00
20.07.2023 20.07.2023	Foreign Payment	Incoming foreign payment (SHA) 34000USD/33970USD/SHA// 38695442/REVLON CONSUMER PRODUCTS LLC/3300007782/ VYL.ZPR.BANK 30USD,	558		33 970,00
28.06.2023 28.06.2023	Foreign Payment	Incoming foreign payment (SHA) 34000USD/33970USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300007030 / VYL.ZPR.BANK 30USD,	558		33 970,00
16.05.2023 16.05.2023	Foreign Payment	Incoming foreign payment (SHA) 23913.9USD/23888.9USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300005425 / VYL.ZPR.BANK 25USD,	558		23 888,90
07.02.2023 07.02.2023	Foreign Payment	Incoming foreign payment (SHA) 34000USD/33970USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300001348/ VYL.ZPR.BANK 30USD,	558		33 970,00
20.12.2022 20.12.2022	Foreign Payment	Incoming foreign payment (SHA) 42500USD/42470USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300011353/ VYL.ZPR.BANK 30USD,	558		42 470,00
18.08.2022 18.08.2022	Foreign Payment	Incoming foreign payment (SHA) 20400USD/20375USD/SHA// 38695442/REVLON CONSUMER	558		20 375,00

Transaction Date Booking Date	Transaction Category Account Number Name of Account	Transaction type Message Note	VS KS SS	Fee	Booked amount Orig. Amt and Currency Exchange Rate
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21.07.2022 21.07.2022	Foreign Payment	Incoming foreign payment (SHA) 87100USD/87070USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300005792/ VYL.ZPR.BANK 30USD,	558		87 070,00
12.05.2022 12.05.2022	Foreign Payment	Incoming foreign payment (SHA) 11150USD/11125USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300004156/ VYL.ZPR.BANK 25USD,	558		11 125,00
05.05.2022 05.05.2022	Foreign Payment	Incoming foreign payment (SHA) 239463USD/239433USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300003885/ VYL.ZPR.BANK 30USD,	558		239 433,00
22.04.2022 22.04.2022	Foreign Payment	Incoming foreign payment (SHA) 160560USD/160530USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300003476/ VYL.ZPR.BANK 30USD,	558		160 530,00
21.01.2022 21.01.2022	Foreign Payment	Incoming foreign payment (SHA) 17000USD/16975USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300000563/ VYL.ZPR.BANK 25USD,	558		16 975,00
13.01.2022 13.01.2022	Foreign Payment	Incoming foreign payment (SHA) 22352USD/22327USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300000335/ VYL.ZPR.BANK 25USD,	558		22 327,00
07.01.2022 07.01.2022	Foreign Payment	Incoming foreign payment (SHA) 25920USD/25890USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300000187/ VYL.ZPR.BANK 30USD,	558		25 890,00
27.12.2021 27.12.2021	Foreign Payment	Incoming foreign payment (SHA) 107300USD/107270USD/SHA// 38695442/REVLON CONSUMER PRODUCTS CORP/3300012231/ VYL.ZPR.BANK 30USD,	558		107 270,00
28.06.2021 28.06.2021	Foreign Payment	Incoming foreign payment (SHA) .01USD/.01USD/SHA//38695442/ REVLON CONSUMER PRODUCTS CORPORATIO/US172021Z000912/	558		0,01